

RCPT# 1627
\$ 39.00

3090

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

LABORERS' COMBINED FUNDS OF)
WESTERN PENNSYLVANIA, as agent for)
PAUL QUARANTILLO and JOHN C. BUSSE,)
trustees ad litem, LABORERS' DISTRICT)
COUNCIL OF WESTERN PENNSYLVANIA)
WELFARE AND PENSION FUNDS, THE)
CONSTRUCTION INDUSTRY ADVANCEMENT)
PROGRAM! OF WESTERN PA FUND and the)
LABORERS' DISTRICT COUNCIL OF WESTERN)
PENNSYLVANIA and its affiliated local unions,)
Plaintiff,)
v.)
JOHN LARSON.)
Defendant.)

Misc. No. 05-24

(1)

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff Laborers' Combined Funds of Western Pennsylvania ("Funds"), by its attorneys, Tucker Arensberg, P.C., avers that:

1. Jurisdiction of this action arises under Section 502 and 515 of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. Section 1132 and 1145, and also under Section 301 of the Labor-Management Relations Act of 1947 ("LMRA"), 29 U.S.C. Section 185, in that Plaintiff is aggrieved by Defendant's failure to pay dues and fringe benefit contributions to Plaintiff in violation of a certain collective bargaining agreement entered into with the Laborers' District Council of Western Pennsylvania and/or its affiliated loca' unions, employee organizations.

2. Plaintiff's principal place of business is 1109 Fifth Avenue, Pittsburgh, Pennsylvania 15219-6203.

3. Defendant John Larson is engaged in the construction business and maintains its principal place of business at P.O. Box 248, Latrobe, Pennsylvania 15650.

4. Defendant, on or about the 5th day of March 2004, at Pittsburgh, Allegheny County, Pennsylvania, by a certain Judgment Note, a copy of which, marked Exhibit "A" attached hereto, promised to pay Plaintiff certain sums then due, plus all amounts which become due to the Funds, together with interest in the manner provided therein.

5. There presently remains owing to Plaintiff as the lawful holder of the Note the unpaid balance of \$61,353.19. By Warrant of Attorney contained in the Note, Defendant authorized the entry of judgment by confession.

6. Judgment has not been entered on the Note in any jurisdiction against the above Defendant.

7. There has been no assignment of the Note.

8. The monies due under the Note were incurred as a result of the business enterprise of Defendant and such Note does not constitute a consumer financing transaction.

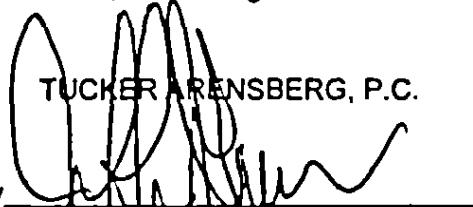
9. Pursuant to the Warrant of Attorney contained in the Note, judgment may now be entered against the Defendant as remittance reports with payment were not submitted when due, thereby creating an event of default under the Note and accelerating all amounts due thereunder.

10. As part of the Warrant of Attorney executed by Defendant, Defendant waived all laws exempting real or personal property from execution by virtue of any exemption law now in force.

11. Under the Note, the following amounts are now due by Defendant to Plaintiff:

| | |
|-------------------------------------|---------------------|
| Balance due under Note | \$ 61,353.19 |
| Additional Remittance Reports, | |
| including interest through 12/31/04 | 24,610.17 |
| Attorneys' Commission (20%) | <u>17,192.67</u> |
| TOTAL | \$103,156.03 |

WHEREFORE, Plaintiff Laborers' Combined Funds of Western Pennsylvania demands that a judgment be entered against Defendant as authorized in the Warrant of Attorney contained in the Note in the sum of \$103,156.03, together with costs of suit.

By 
TUCKER ARENSBERG, P.C.

Jeffrey J. Leech, Esquire

PA ID# 19814

Neil J. Gregorio, Esquire

PA ID# 90855

TUCKER ARENSBERG, P.C.

1500 One PPG Place

Pittsburgh, PA 15222

LIT 348294-1
000004-010359

JUDGMENT NOTE

\$71,853.19

March 5, 2003

FOR VALUE RECEIVED, the undersigned promises to pay to the LABORERS COMBINED FUNDS OF WESTERN PENNSYLVANIA ("Funds") the sum of \$71,853.19 plus additional interest from January 31, 2003 on the unpaid principal balance until paid, by way of the following installment payments:

1st Year

| | |
|----------------------|----------|
| By April 1, 2003 | \$600.00 |
| By May 1, 2003 | \$600.00 |
| By June 1, 2003 | \$800.00 |
| By July 1, 2003 | \$800.00 |
| By August 1, 2003 | \$800.00 |
| By September 1, 2003 | \$800.00 |
| By October 1, 2003 | \$600.00 |
| By November 1, 2003 | \$600.00 |
| By December 1, 2003 | \$600.00 |
| By January 1, 2004 | \$600.00 |
| By February 1, 2004 | \$600.00 |
| By March 1, 2004 | \$600.00 |

2nd Year

| | |
|----------------------|----------|
| By April 1, 2004 | \$775.00 |
| By May 1, 2004 | \$775.00 |
| By June 1, 2004 | \$950.00 |
| By July 1, 2004 | \$950.00 |
| By August 1, 2004 | \$950.00 |
| By September 1, 2004 | \$950.00 |
| By October 1, 2004 | \$775.00 |
| By November 1, 2004 | \$775.00 |
| By December 1, 2004 | \$775.00 |
| By January 1, 2005 | \$775.00 |
| By February 1, 2005 | \$775.00 |
| By March 1, 2005 | \$775.00 |

3rd Year

| | |
|----------------------|------------|
| By April 1, 2005 | \$ 900.00 |
| By May 1, 2005 | \$ 900.00 |
| By June 1, 2005 | \$1,200.00 |
| By July 1, 2005 | \$1,200.00 |
| By August 1, 2005 | \$1,200.00 |
| By September 1, 2005 | \$1,200.00 |
| By October 1, 2005 | \$ 900.00 |
| By November 1, 2005 | \$ 900.00 |
| By December 1, 2005 | \$ 900.00 |
| By January 1, 2006 | \$ 900.00 |

| | |
|---------------------|-----------|
| By February 1, 2006 | \$ 900.00 |
| By March 1, 2006 | \$ 900.00 |

4th Year:

| | |
|----------------------|---|
| By April 1, 2006 | \$1,125.00 |
| By May 1, 2006 | \$1,125.00 |
| By June 1, 2006 | \$1,250.00 |
| By July 1, 2006 | \$1,250.00 |
| By August 1, 2006 | \$1,250.00 |
| By September 1, 2006 | \$1,250.00 |
| By October 1, 2006 | \$1,125.00 |
| By November 1, 2006 | \$1,125.00 |
| By December 1, 2006 | \$1,125.00 |
| By January 1, 2007 | \$1,125.00 |
| By February 1, 2007 | \$1,125.00 |
| By March 1, 2007 | \$1,125.00, plus additional interest from January 31, 2003 |

In addition, the undersigned hereby agrees to pay timely all amounts which become due by the undersigned to the Funds subsequent to the date of this Note, and further agrees that such additional sums due shall constitute obligations due and owing pursuant to the terms of this Note.

All payments are to be forwarded to Jeffrey J. Leech, Esquire at Tucker Arensberg, P.C., Attorneys for the Funds, at 1500 One PPG Place, Pittsburgh, Pennsylvania 15222.

If all payments are timely made to the Funds pursuant to the terms of this Note, the Funds shall: (1) waive all late charges and (2) lower the interest rate to be paid by the undersigned from January 31, 2003 from 15% to 10% per year.

This Note shall be in default in the event that: (1) the undersigned fails to timely submit any payment due under this Note; or (2) the undersigned fails to timely submit with payment any remittance report to the Funds within 35 days following the month in which the work is performed; or (3) the undersigned fails to promptly provide copies of (a) certified payrolls upon request for all work performed by Larson Contracting, Inc. from January 1, 2002 until this Note is paid or (b) any payroll and tax records deemed necessary by the Funds to calculate amounts owed to the Funds; or (4) fails to submit remittance reports on a job-by-job basis to the Funds by the 20th of the month following the month in which the work is performed.

POWER TO CONFESS JUDGMENT. The undersigned hereby authorize and empower any Prothonotary or Clerk of Courts and/or any attorney of any court of record within the United States to appear for the undersigned, and upon default, confess judgment against the undersigned, upon default, in favor of the Funds for the above sums with costs of suit and attorneys' commission of twenty percent (20%) or \$850.00, whichever is greater, for collection, with release of errors, without stay of execution, waiving all laws exempting real or personal property from execution, and inquisition and extension upon any levy on real estate are hereby waived and condemnation agreed to,

and no benefit of exemption will be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

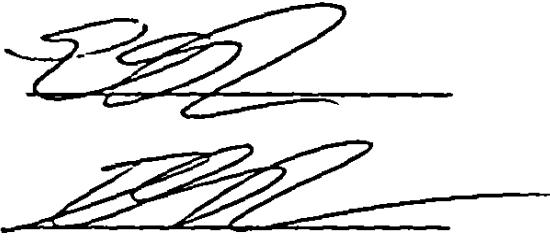
THE OBLIGATION GIVING RISE TO THIS JUDGMENT NOTE CONCERNS A COMMERCIAL DEBT AND NOT A CONSUMER DEBT.

No failure on the part of the Funds to exercise any of its rights hereunder shall be deemed a waiver of such rights. Any notice which the Funds hereof shall elect to give shall be deemed to be given if deposited in the mail addressed to any of the undersigned at any of the undersigned's last known address indicated on the Funds' records.

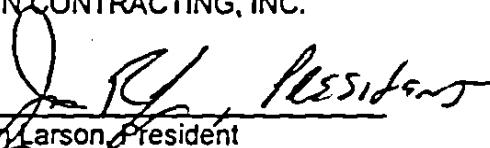
As used herein "undersigned" shall mean "all of the undersigned or each of any of them," and in such case they are jointly and severally bound.

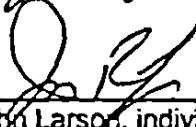
WITNESS the due execution and sealing hereof with intent to be legally bound.

WITNESS



LARSON CONTRACTING, INC.

By: 
John Larson, President

By: 
John Larson, individually

LT290023-1
000004-015359

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

LABORERS' COMBINED FUNDS OF)
WESTERN PENNSYLVANIA, as agent for)
PAUL QUARANTILLO and JOHN C. BUSSE,)
trustees ad litem, LABORERS' DISTRICT)
COUNCIL OF WESTERN PENNSYLVANIA)
WELFARE AND PENSION FUNDS, THE)
CONSTRUCTION INDUSTRY ADVANCEMENT)
PROGRAM OF WESTERN PA FUND and the)
LABORERS' DISTRICT COUNCIL OF WESTERN)
PENNSYLVANIA and its affiliated local unions,)
Plaintiff,)
v.)
JOHN LARSON,)
Defendant.)

Misc. No. 05-24

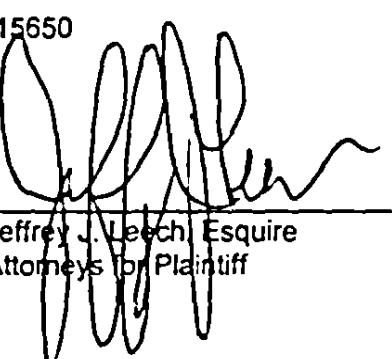
CERTIFICATE OF RESIDENCE

I hereby certify that Plaintiff's address is:

 Laborers' Combined Funds of Western PA
 1109 Fifth Avenue
 Pittsburgh, Pennsylvania 15219-6203

and that the last known address of the Defendant is:

 John Larson
 P.O. Box 248
 Latrobe, Pennsylvania 15650


Jeffrey J. Leech, Esquire
Attorneys for Plaintiff

LIT:348294-1
000034-010359

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

LABORERS' COMBINED FUNDS OF)
WESTERN PENNSYLVANIA, as agent for)
PAUL QUARANTILLO and JOHN C. BUSSE,)
trustees ad litem, LABORERS' DISTRICT)
COUNCIL OF WESTERN PENNSYLVANIA)
WELFARE AND PENSION FUNDS, THE)
CONSTRUCTION INDUSTRY ADVANCEMENT)
PROGRAM OF WESTERN PA FUND and the)
LABORERS' DISTRICT COUNCIL OF WESTERN)
PENNSYLVANIA and its affiliated local unions,)
Plaintiff,)
v.)
JOHN LARSON.)
Defendant.)

CONFESSiON OF JUDGMENT

Pursuant to the authority granted in the Warrant of Attorney contained in the Judgment Note, a copy of which is attached as Exhibit "A" to the Complaint, the undersigned attorney hereby appears for the Plaintiff and confesses judgment in favor of Plaintiff and against Defendant as follows:

| | |
|---|---------------------|
| Balance due under Note | \$ 61,353.19 |
| Additional Remittance Reports, including interest through 12/31/04 | 24,610.17 |
| Attorneys' Commission (20%) | 17,192.67 |
| TOTAL | \$103,156.03 |

plus costs of suit.

Jeffrey J. Leech, Esquire
Attorney for Plaintiff

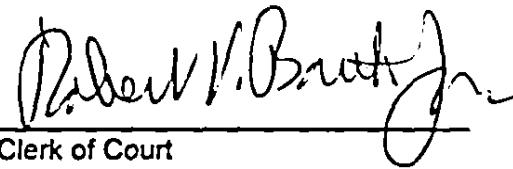
IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

LABORERS' COMBINED FUNDS OF)
WESTERN PENNSYLVANIA, as agent for)
PAUL QUARANTILLO and JOHN C. BUSSE,)
trustees ad litem, LABORERS' DISTRICT)
COUNCIL OF WESTERN PENNSYLVANIA)
WELFARE AND PENSION FUNDS, THE)
CONSTRUCTION INDUSTRY ADVANCEMENT)
PROGRAM OF WESTERN PA FUND and the)
LABORERS' DISTRICT COUNCIL OF WESTERN)
PENNSYLVANIA and its affiliated local unions,)
Plaintiff,)
v.)
JOHN LARSON.)
Defendant.)

Misc. No. 05-24

ENTRY OF JUDGMENT

AND NOW, to-wit, this 14th day of January, 2005, upon motion of Jeffrey
J. Leech, Esquire, counsel for Plaintiff, it is hereby ORDERED that Judgment is hereby entered
for Plaintiff and against Defendant in the amount of \$103,156.03.

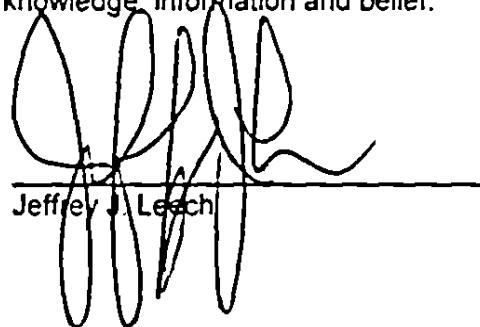


Clerk of Court

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

AFFIDAVIT

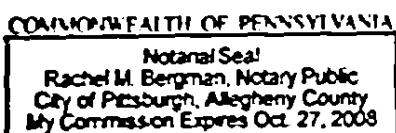
Before me the undersigned authority, a notary public in and for the said County and Commonwealth, personally appeared JEFFREY J. LEECH, attorney for the Plaintiff, who, being duly sworn according to law, deposes and says he is authorized by the Plaintiff to make this Affidavit, and that the averments of fact set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of his knowledge, information and belief.



Jeffrey J. Leech

Sworn to and subscribed before me
this 13th day of January, 2005.

Rachel M. Bergman
Notary Public
My commission expires:



IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

LABORERS' COMBINED FUNDS OF)
WESTERN PENNSYLVANIA, as agent for)
PAUL QUARANTILLO and JOHN C. BUSSE,)
trustees ad litem, LABORERS' DISTRICT)
COUNCIL OF WESTERN PENNSYLVANIA)
WELFARE AND PENSION FUNDS, THE)
CONSTRUCTION INDUSTRY ADVANCEMENT)
PROGRAM OF WESTERN PA FUND and the)
LABORERS' DISTRICT COUNCIL OF WESTERN)
PENNSYLVANIA and its affiliated local unions.)
Plaintiff,)
v.)
JOHN LARSON,)
Defendant.)

Misc. No. 05-24

CERTIFICATE

I hereby certify that the judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

Jeffrey J. Leech
Pa. I.D. No. 19814
Attorney for Plaintiff